

DATED 1st September 2010

L10/009/02
F10/009/ ~~11/02~~ , BB

WAVERLEY BOROUGH COUNCIL (1)

and

DUNSFOLD PARISH COUNCIL (2)

LEASE
of land at
Dunsfold Green & Common

Waverley Borough Council
Council Offices
The Burys
Godalming
Surrey
GU7 1HR

LR1. Date of lease

1st September 2010

LR2. Title number(s)

SY 743765

SY 743780

SY 743798

SY 743706

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

WAVERLEY BOROUGH COUNCIL

COUNCIL OFFICES

THE BURYS

GODALMING SURREY GU7 1HR

DX 58303

GODALMING 1

Tenant

DUNSFOLD PARISH COUNCIL

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The property more particularly described in the First Schedule to the Lease.

LR5. Prescribed statements etc. *LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.*

None.

LR5.2 This lease is made under, or by reference to, provisions of.

The Local Government Act 1972

LR6. Term for which the Property is leased The term is as follows:

30 years from the *First* day of *September* 2010 and expiring on the *31st* day of *August 2040*

LR7. Premium £ NONE

LR8. Prohibitions or restrictions on disposing of this lease This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Schedule 4

LR12. Estate rent charge None
burdening the Property

LR13. Application for standard
form of restriction N/A

LR14. Declaration of trust
where there is more than one
person comprising the Tenant

LAND REGISTRY

LAND REGISTRATION ACTS 2002

LESSOR'S TITLE NUMBERS: SY 743765
SY 743780
SY 743798
SY 743706

PROPERTY LEASED: Land at Dunsfold Common

PREMIUM: NIL

YEARLY RENT: One peppercorn (if demanded)

DATE: 18th September 2010

1. This Lease is made BETWEEN:

1.1 **WAVERLEY BOROUGH COUNCIL of The Burys, Godalming, Surrey GU7 1HR ("the Lessor' referred to in clause LR3 as the Landlord)**

1.2 **Dunsfold Parish Council (the 'Lessee' referred to in clause LR3 as the Tenant)**

2.

2.1 The following definitions apply unless the context otherwise requires:

'Property' means the land more particularly described in Schedule 1.

'Plan' means the plan attached to the Lease

OPERATIVE PART

1. IN consideration of the rents and covenant on the part of the Lessee set out below The Lessor with full title guarantee DEMISES to the Lessee the Property TO HOLD the same to the Lessee for the term of THIRTY YEARS from the 18th day of September 2010 EXCEPT AND RESERVED AND SUBJECT to the rights set out or referred to in Schedule 2 (which so far as not already affecting the Lessors estate in the Property are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained YIELDING AND PAYING the yearly rent in accordance with the following provisions:

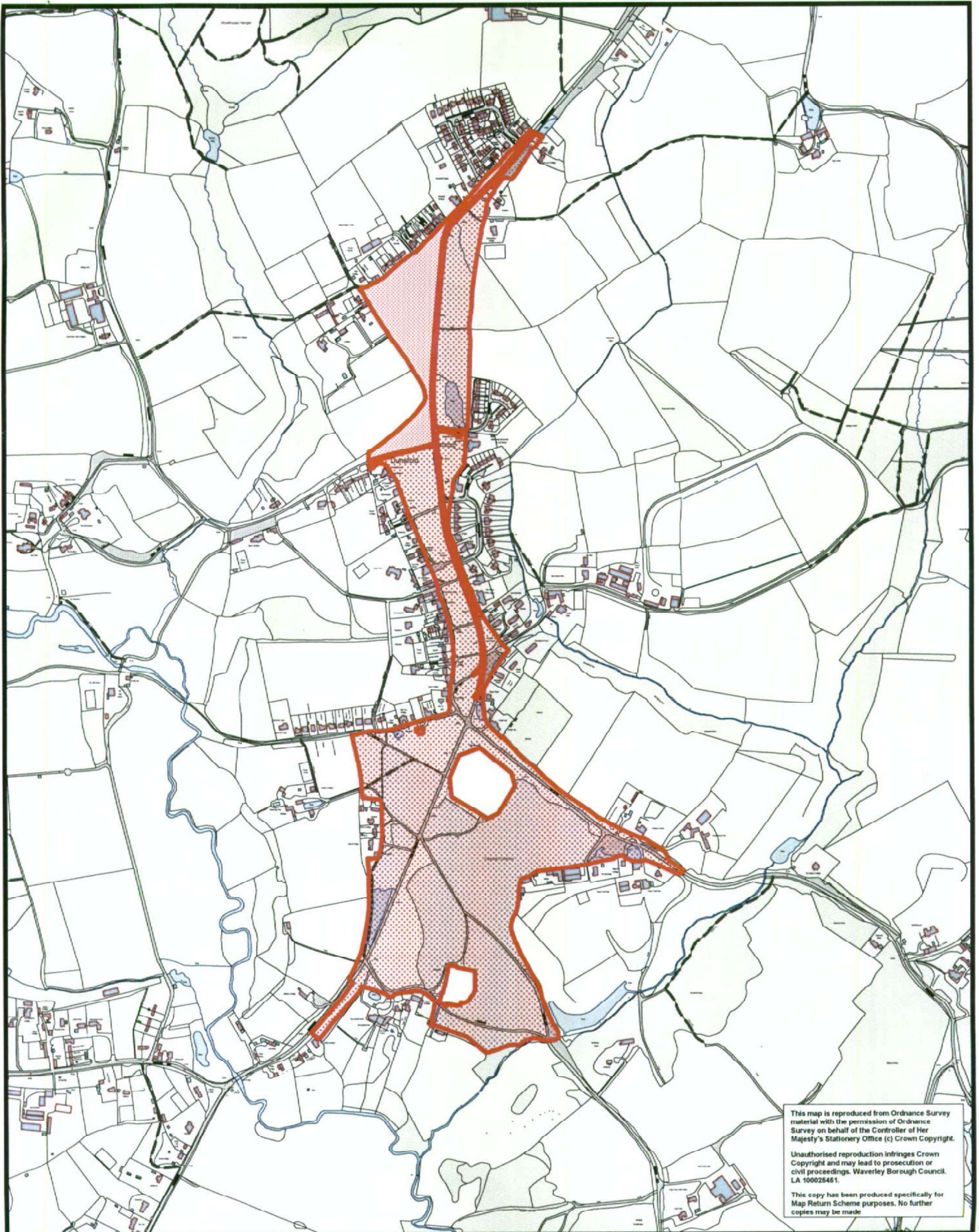
1.1 The yearly rent is payable from and including the date of this Lease.

2. The Lessor covenants with the Lessee:-

2.1 to observe and perform the obligations set out in Schedule 4.

3. **IT IS HEREBY AGREED AND DECLARED**

3.1 This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed.



Lease of Dunsfold Common



NORTH

1:10000

02/06/2010

MAP SHEET: TQ0036

13/5/10

Dunsfold Common – management objectives

The main management operations are summarised below. Additional background information can be found in the full management plan.

Objective 1 - Maintain and enhance the existing range of wildlife habitats and preserve the rural character of Dunsfold Common.

Grassland - Continue annual haycutting to maintain meadow diversity.

Woodland - Undertake glade creation and high canopy thinning as agreed through Dunsfold Parish Council Commons Steering Group. Remove non-native species such as sycamore, cherry laurel and Norway maple.

Feature Trees – remove competing trees (thin) to promote the life of significant trees.

Ponds - Monitor and control silt levels and excessive aquatic vegetation.

Objective 2 - Conserve populations of locally, regionally and nationally rare species

Monitor the extent of rare / scarce species and protect them using appropriate management.

Ensure all management activities take rare species' requirements into account.

Where safe, dead wood is to be left in situ.

Objective 3 - Recognise and utilise the educational potential of Dunsfold Common.

Encourage educational use of the common by local schools, youth groups, etc..

Objective 4 - Increase the public enjoyment of the common by providing appropriate facilities.

Examine the possibility of creating a Dunsfold Common circular walk/Nature Trail.

Events - Identify suitable areas for the village fete, bonfire party and other events. Rectify any damage as soon as possible after it occurs, and ensure litter is removed swiftly.

Discourage increased "gardenification", bonfires and garden refuse disposal on the common.

Objective 5 - Balance the needs of recreation and conservation within the common.

Cut highway sight lines only when they create a road safety hazard.

Ensure the common is protected from development or activities that may be detrimental to it or its fauna and flora.

Objective 6 - Respond to the legal obligations of land ownership and public access

Paths & Structures - Ensure that all paths and structures (as indicated on map) are inspected annually and take action to ensure they comply with Health & Safety. Consult WBC on the installation of any new structures.

Ensure that the exact location of overhead or underground cables and pipes is known to contractors and other relevant parties.

Ensure that tree inspections, based on risk assessment, are carried out by a qualified person, on at least a two yearly cycle and undertake safety works. Tree works within the conservation area will require approval through the planning department as normal.

Install and maintain safety fencing at pond margins where indicated by risk assessments.

Objective 7- Recognise and respond to parking / erosion problems on the common

Control the level of parking and associated erosion, using posts, treeplanting, ditches, topsoil and grass seed where appropriate.

Objective 8 - Develop and utilise the knowledge, abilities and talents of local groups and partner organizations

Use the knowledge, views and skills of interested individuals and local groups such as the

Friends of Dunsfold Common, Cranleigh and District Conservation Volunteers and local residents associations.

Convene at least annually meetings with Dunsfold Parish Council Commons Steering Group, Waverley Borough Council and other organizations / individuals where appropriate. This forum will be used as a consultative group for any proposed changes to the management plan.

Technical Advice & Review of Management Plan

The Management plan will be reviewed at 5 yearly intervals by the Countryside Ranger in consultation with the Parish Council & the Commons Steering Group. The Countryside Ranger will provide technical advice on the management of the common, agree an annual work programme within available resources and attend the Commons Steering Group meetings.

Feb 2010

- 3.2 If the said yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether any formal or legal demands shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on its part to be observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by them in that behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and peaceably to hold and enjoy them thenceforth as if these presents had not been made without prejudice to any right of action of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained.
- 3.3 This agreement may be terminated at any time by either party giving to the other of them six calendar months notice in writing but the Lessor shall be entitled to require the Lessee to complete any works which shall still be in course of execution and uncompleted at the date upon which the Notice so given.
- 3.4 The Agreement dated 22 October 1966 made between the lessor's predecessors in title, Hambledon RDC and the Lessee pursuant to Section 4 of the Commons Act 1899, shall henceforth determine and be of no effect.

Schedule 1

The Property

All that land at Dunsfold Common and Dunsfold Green shown edged red on the plan comprised in Title Numbers SY743765, SY743780, SY743798 and SY743706 but excluding the footpaths and highways maintainable by the Highway Authority.

Schedule 2

Rights to which the Lease is subject

1. To the Scheme for the Regulation of inter alia Dunsfold Common and Dunsfold Green as provided for by the Commons Act 1899 and the byelaws made thereunder.
2. To the Commoners rights (if any) and all existing public and/or private rights of way whatsoever affecting the Property.
3. The right for the Lessor and persons authorised it to the free and uninterrupted use of all water drainage sewage gas telephone electric and other pipes wires cables drains and service conducting media or security systems which are now in through or under the property and the right for the Lessor or persons authorised by it to repair renew replace maintain install connect into lay alter cleanse or remove the same.
4. To all (if any) other rights or easements whatsoever which might now or hereafter exist over the Property.

Schedule 3

Covenants by the Lessee

1. To indemnify and keep indemnified the Lessor from and against all actions costs charges claims and demands whatsoever that may be brought or made against it in respect of the demised premises during the said term arising from the negligence of the Lessee or its employees.
2. Not without the consent of the Lessor at any time during the said term to erect any building shelter pavilion hut or other structure on the demised premises or develop it in any way.

9. Not to assign underlet or part with possession of the demised premises or any part thereof other than in accordance with the Management Plan.
10. To undertake to employ all reasonable precautions in respect of public health and safety and to comply with all or any legal or statutory obligations which exist now or at any time during the term of the Lease regarding the said public health and safety or any other matter and to maintain a Third Party Liability Insurance Policy with a minimum indemnity limit of five million pounds covering the activities of the Lessee and its employees and to supply a copy of the Policy to the Lessor on demand.
11. To retain any revenue raised from any activities or charges made on the demised premises (except in relation to the grant of easements licences or way leaves by the Lessor) for the benefit of the Common, i.e. towards annual management costs or works of enhancement or as match funding for grant aid.
12. Not without the prior written consent of the Lessor to hold any activities or organised events on the demised premises other than those permitted under the terms of this lease or the Management Plan all such activities and events to follow the guidelines set out in the 'Safety at Public Events' document published by the Lessor and to take all appropriate advice and consultation with the Lessors Safety Advisory Group as well as complying with the conditions contained in Clause 10 hereof, save that event organisers must provide £10 million third party liability insurance cover for high risk activities such as the annual bonfire.

Schedule 4

Lessors Covenants

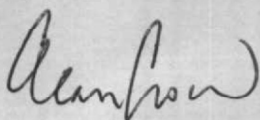
The Lessor covenants with the Lessee that the Lessee observing and performing the covenants and conditions hereinbefore and set forth and contained may peaceably and quietly hold and enjoy the demised premises and shall not be disturbed by any act of the Lessor or any persons claiming under it.

3. To manage the demised premises according to the Management Plan a Summary of which is attached hereto compiled from time to time by the Lessor and approved by the Lessee ("the Management Plan") which is to be reviewed at intervals of not less than five years by agreement between the parties. If agreement cannot be reached between the parties within 12 months of the renewal date the Lessor shall have the option after having given not less than six calendar months previous notice in writing to the Lessee of its intention so to do to terminate these presents
4. At all times during the term of this Lease not to do or permit anything to be done which shall be incompatible with the preservation of the demised premises for nature or landscape conservation purposes (other than in accordance with the Management Plan) and to allow public access for the purpose of quiet enjoyment and landscape preservation
5. To assist the Lessor in preventing any encroachments or trespass on to the demised premises and in enforcing the byelaws by making the Lessor and perpetrator aware as soon as the infringement is noticed and to give immediate notice thereof in writing to the Lessor and to assist as far as possible in any action brought by the Lessor in respect of any misdemeanours.
6. Not to prevent or impede the exercise by members of the public commoners and all others from time to time having rights of way common rights easements or any other rights over any part of the demised premises and not to do or permit to be done thereon anything which shall or may derogate from the rights of any of the above.
7. To maintain in a reasonable state having regard to their nature the existing paths and surfaced areas and not to make any new roadways or pathways without the written consent of the Lessor.
8. To maintain in a reasonable state the existing infrastructure as listed in the Management Plan.

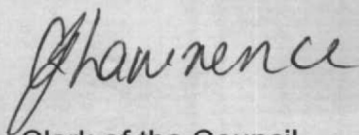
Signed on behalf of
Dunsfold Parish Council

by the Chairman and Clerk

thereof on the 15th day of
September 2010



Chairman of the Council



Clerk of the Council

legal/file5/125

KGV Meeting – 9th September 2019

Present: James G, Dawn G, Peter A, Celeste L, Peter L
Apologies: Alison A, Nikki F, Mark B, Stephen H, James F

Building maintenance:

- PA has oiled the bar shutters and cleared the drains outside
- The soffit boards will be fixed. Builder starting 10th September
- Hornet's nest spotted by one of the emergency lights. **PA to investigate.**
- Ref's shower still to fix

Football:

- Football club is still training at the on a Tuesday night but will have to hire somewhere else soon as light is lost.
- NF and MB had an incident with 2 children who walked across the field with a Staffordshire bull terrier and were very abusive
- Second team have no home fixtures in September so no bar cover needed till next month. PA indicated that if available he would be able to cover some of these
- **MB to pass fixture list to JG to circulate**

Tennis:

- Tennis club have cleared away rubbish from outside area
- **Club will find a way to dump the old strip light** that has been left outside and the yellow steel ring that has been there for years
- Summer camp was a great success
- Nikki can now take the old freezer from behind the bar

Youth club:

- Starting on 13th September 6pm-8:30pm for 7 to 12 year olds
- **JG to send volunteer DBS and risk assessment to CL.**
- **PA to get a key cut for double doors in Games Room and pass to JG before 13th September**

New sign and notice board:

- No progress with the sign. **JG requested latest designs from SH so that they can be passed to a sign maker**
- No progress yet with new notice board. **SH to get approved, then purchase and install.**
- JF to liaise with Village Shop Chair (Ms Thurston) to get a 'Finger Post' sign put up on the green: "KGV Playing Fields". **JF to contact JG with sign-maker details.**

Festival

- Kids Festival July 2020. **Steven Haines will still be involved and is to contact Rosanna and Viv and to organise a 'next steps' meeting. Possibly in December when Viv has retired and may be available to help.**

AOB

- DunsfoldKGV@gmail.com Google shared calendar has been set up. Village website is now being built by CL. **CL to request content from KGV clubs once it is up and running**
- PL has produced MUGA costings ranging from £100-£180k. **He will draw up some potential location plans and pass to group in next few weeks**

Next meeting

- 19:30, 11th November 2019.